

The Legal Documents of Aert Pietersen Tack  
Assembled by Tyler Holman

These records are taken from several sources, and the exact source will be cited beside the transcribed document. These are the sources referred to, and where they can be found:

Dutch Kingston Papers:  
<http://www.co.ulster.ny.us/archives/dutchsearchscreen.html>

Calendar of Historical Manuscripts:  
<http://www.archive.org/details/cu31924092229438>

## Wildwyck (Kingston) Court Papers

Vol. I, Page 42, 14 Nov 1662

Evert Parys, plaintiff, vs. Aert Pietersen Tack, defendant.

Plaintiff demands payment of the amount of eleven and one-half schepels of wheat, for wages earned. Defendant admits the debt, and offers to pay one-half of it within fourteen days, if it so please the plaintiff.

The Schout and Commissaries order defendant to pay the other half within six weeks.

Vol. I, Page 45, 28 Nov 1662

Gerrit Heergrins, plaintiff, vs. Aert Pieterse Tack, defendant.

Plaintiff demands from defendant payment of the amount of four schepels of wheat which his son earned while with defendant. Defendant says he hired plaintiff's son for two years, the first year for ten schepels of wheat and a pair of leather breeches, the second year for fifteen schepels of wheat; that plaintiff took his son away from him, and for fear of arrest sent said son to the Mathans (Manhattan). This having been made known to the Schout and an order of arrest having been asked for, defendant refuses to pay, or wants plaintiff's son to serve out his time; says the mudde of wheat which plaintiff claims for his son is ready. This is affirmed by Poulus Poulussen who is busy winnowing.

The Commissaries, having heard both parties, order plaintiff to send his son back to serve out his time, as he admits he hired him out under a written agreement with defendant, prepared by himself, and according to which defendant is to pay plaintiff a mudde of wheat. For which reason plaintiff is ordered to pay the fine on arrest. He says he himself represents his son.

Evert Pels,

The mark (x) of Albert Gysbertsen,  
Tierck Claszen de Witt.

Vol. I, Pages 46-47, 21 Dec 1662

(The following entry is in the handwriting of Mattheus Capito, Secretary.)

"This note was neglected to be entered by the ex-Schout and Secretary, Roelof Swartwout, and I have entered the same here at the request of Gysbert van Imbrock. This is a literal copy of the original which reads:

"On the underwritten date, the worthy Aert Pietersen Tack, resident of the village of Wildwyck, appeared before Roelof Swartwout, Schout of Wildwyck, and two Commisaries, and acknowledged and said he appeared before us and admitted and declared that he this day settled and closed his account with Mr. Gysbert van Imbrock, and is truly and justly indebted to him for the sum of five hundred and fifty-eight gldrs., in beavers, with interest on two hundred and sixty four gldrs., as per obligation in favor of Mr. Gysbert, which sum the said Aert Pietersen Tack acknowledges he owes. And, owing to his inability now to pay, he absolutely mortgages his present crop of grain which, by God's grace, is to be harvested in the year 1663, and hereby confers upon him full right, power and authority to do with the same as if personally present, until Mr. Gysbert shall have received his claim out of the same. Both appearers hereby admit having made this agreement with each other, and, in pursuance thereof, submitting themselves to the jurisdiction of all courts and judges. The appearer (Tack) shall not be at liberty to alienate, seize or cause to be seized any of the said crops or harvests until Mr. Gysbert van Imbrock shall have been satisfied for what has been above mentioned. In testimony whereof, we have affixed our signatures to these presents at Wildwyck this 21st of December, Anno 1662. *Continued on next page*

(Signed) This is the mark (x) of Aert Pietersen Tack, This is the mark (x) of Albert Gysbertsen, Tjerck Claesen de Wit.

(Below stood) In my presence. Roelof Swartwout.

After comparison with the original the above has been found to be an exact copy, to which I certify.

Mattheus Capito, Secretary, October 25, 1664."

Vol. I, Page 49, 12 Dec 1662

Poulus Poulussen, plaintiff, vs. Aert Pietersen Tack, defendant. Plaintiff demands the amount of thirty schepels of wheat, payment of three months' wages earned.

Defendant answers that plaintiff broke the terms of his contract by leaving him. The Court questions Gommert Gerritsen and Dirck Adriaensen, witnesses who have been summoned, and finds that Poulus Poulussen left Aert Pietersen Tack's service, without the latter's consent.

The Court reject the plaintiff's claim, because he hired himself out for a year and left his place within the stipulated period; and decides that defendant owes plaintiff nothing.

Poulus Poulussen, after above sentence was read to him, declared that the witnesses testified falsely, and that if he is not paid he will not be receiving justice.

The Commissaries order the Schout to arrest Poulus Poulussen, and to keep him under arrest until he shall prove he has not received justice, and further proved that the witnesses have testified falsely.

Evert Pels,

Alaerdt Heymansz Roose,

Albert (x) Gysbertsen,

Tierck Claszen de Witt.

Vol. I, Page 50, 12 Dec 1662

Thomas Chambers, plaintiff, vs. Aert Pietersen Tack, defendant. Plaintiff demands from defendant payment of the amount of two hundred and ninety-four gldrs. beaver's value, as per obligation. Defendant admits the debt.

The Court, having heard the parties, orders the defendant to satisfy plaintiff.

Vol. I, Page 53, 23 Jan 1663

Poulus Poulussen, at the request of Emmetje Volckerts, declares and testifies that, after he left Tack's service, Aert Pietersen Tack promised to pay her.

Vol 1, Page 70, 23 January 1663

Complainant Hendrick Jochemsen, defendant Annetje Aerts. Complainant says that defendant taxed him with keeping false accounts, and with selling diluted brandy. He requests vindication of his honor. Defendant says and admits having said to complainant that he sent a false bill. Defendant also says that complainant's wife called her a whore. Complainant protests and says: "I hold you, defendant, to be a whore until you prove to me that I keep false books." The court orders defendant to have proof at the next session of the court, and complainant to prove his bill.

Vol 1, Page 76, 20 February 1663

Present: The Schout

Evert Pels – Aldert Heymanse Roose

Albert Grypbertsen – Tjirick Classen De Wit

Annetjen Aerts – Complainant

Hendrick Jochemsen – Defendant

Complainant demands a bill from defendant. Defendant presents a bill for 14 \_\_\_\_? In consequence thereof complainant lays claim to 400 more bricks. The court, after having heard parties, and through summon witnesses and received information, given by Mr. Gysbert Van Imbrough and Jan Aersen the Smith, finds a mistake in the bill. Complainant is sentenced to pay defendant 4 gldrs, 10 stivers, and defendant is sentenced to supply complainant 400 bricks and to pay the costs.

Vol 1, Page 78, 79, 6 March 1633

Hendrick Jochemsen – Complainant

Annetjen Aerts – Defendant

Complainant demands vindication of his honor. Says that defendant called his wife a whore, and that defendant taxed complainant with keeping false books and with watering his brandy. Defendant denies the accusation. Says having said that he showed her a false account, as has been put down in the minutes of February 20<sup>th</sup>. She demands proof of the accusation and vindication of her honor because complainant had called defendant a whore. The court after having heard the parties, complainant demanded a decision, or else he would be obliged to seek justice of somebody else. At an earlier session on Feb. 6, complainant had been ordered by the court that parties should bring proof. And whereas complainant has no other witnesses than his own wife, parties are ordered to keep the peace, provided that Hendrick Jochemsen is condemned to pay a fine of 25 gldrs, and Elsjen Janse and Annetjen Aerts are condemned to pay a fine of 6 gldrs, to go to the poor, on account of having spoken bad and unseemly language before the court.

Vol. I, Page 73, 18 Sep 1663

Same (Roelof Swartwout, plaintiff) vs. Jacob Janse Stoutenborch, do. (defendant.) Do. (Default.)

Same vs. Jacob Janse de lange, do. Do.

Vol. I, Page 78, 9 Oct 1663

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen de lange (the long), defendant. Second default. Plaintiff demands a fine of seventy-five guilders, and requests judgment. The Court allows defendant a third default.

Vol. I, Page 87, 16 Oct 1663

Roelof Swartwout, Schout, plaintiff, vs. Jacob Janse de lange (the long), defendant. Plaintiff requests that defendant testify in the case of the prisoner Paulus Tomassen, and state if he did not hear the prisoner say, "Schout, I'll shoot you." Defendant answers that the said words were spoken by the prisoner Paulus Tomassen at the house of Aert Martensen Doorn.

Vol. I, Pages 91-92, 23 Oct 1663

Gysbert van Imbroch, plaintiff, vs. Annetje Ariaens, wife of Aert Pietersen Tack, defendant. Plaintiff demands that, pursuant to mortgage, defendant be not permitted to alienate or estrange the gathered grain before he has first been paid. Defendant answers that if plaintiff will undertake to pay her debts she will then get out and leave, and adds thereto that the debts contracted by her for food during harvest time must also be paid, otherwise she could not have taken in the crops.

The Honorable Court, having heard both parties, finds that, according to the obligation, defendant must not appropriate or decrease, much less alienate, any of the grain, without the knowledge and consent of the plaintiff.

Vol. I, Page 92, 23 Oct 1663

Jacob Joosten, plaintiff, vs. Annetje Ariaens, defendant.

Plaintiff demands from defendant five schepels of wheat, which defendant admits he owes. The Honorable Court orders defendant to pay plaintiff the said amount.

Vol. I, Page 92, 23 Oct 1663

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen de lange (the long), defendant. Third default. Plaintiff demands payment of a fine of seventy-five gldrs., legally due after a third default.

The Honorable Court orders defendant, for not appearing before it after a third default, to pay the full fine to plaintiff, and also to pay the costs.

Vol. I, Page 98, 30 Oct 1663

Roelof Swartwout, Schout, plaintiff, vs. Jacob Jansen de lange, defendant. Plaintiff demands from defendant a fine of seventy-five gldrs., pursuant to the judgment rendered by the Court on October 9, for violating the ordinance dated August 4, in that he worked in the field without permission and a convoy. Defendant admits that he harvested without permission and a convoy, and says he does not intend to pay for doing so.

The Council of War and Commissaries condemn defendant to pay the above fine to plaintiff, pursuant to the judgment rendered October 9, and, as he shows himself obstinate and unwilling, that he be placed in confinement until he have paid the full fine.

Vol. I, Page 100, 1 Nov 1663

Whereas Mr. Gysbert van Imbroeck has settled with the Schout Swartwout, for the offence committed by Jacob Jansen in violating the ordinance of the Council of War and the Honorable Court made August 4, last, for which said Jacob Jansen has been placed by the Court in confinement, the said Mr. Gysbert van Imbroeck requests of said Court that the individual, Jacob Jansen, be discharged, to which the Court consents and discharges the said Jacob Jansen from his arrest for the present.

Done at Wildwyck, November 1, 1663.

(Signed) Martin Kregier.

Vol. I, Page 109, 18 Dec 1663

Albert Gerretsen, plaintiff, vs. Annetje Tacks, defendant.

Plaintiff demands from defendant, under a contract dated December 16, 1662, payment of the amount of three hundred and thirty-eight guilders, heavy money, payable in grain, according to the contract aforesaid. Defendant admits the debt, and that she has paid on the same the value of eight schepels of wheat and five schepels of peas. *Continued on next page*

The Honorable Court orders defendant to pay plaintiff, pursuant to her admission and obligation.

Vol. I, Page 115, 27 Dec 1663

Albert Gerritsen shows the Court an extract from the minutes of December 18, 1663, against Annetje Tack, in reference to a sum of three hundred and eighteen guilders, heavy money. He has had three summonses served for the payment of said allowed claim, and requests that execution may issue for the same.

The Honorable Court orders the Provisional Schout, Mattheus Capito, to issue such execution.

Vol. I, Page 117, 21 Jan 1664

On January 21, the following note was handed to the minister, Hermanus Blom:

Rev. Mr. Hermanus Blom.

Whereas, on the evening of January 2, last, Paulus Cornelissen, Jacob Jansen, alias long Jacob, Cornelis Brantsen Vos, and Ariaen Huybertsen, came to an agreement with the Provisional Schout to pay, for the violations committed by them, the sum of one hundred and seventy guilders, in seewan, of which eight guilders are for costs, leaving one hundred and sixty-two guilders, one-third whereof is due to the Church, your Reverence will also receive thereby two schepels of wheat, besides seven schepels of wheat last week, making in all nine schepels of wheat, reckoned at six guilders per schepel, forwarded on account of the Church at Wildwyck, being the legal one-third of the one hundred and sixty-two guilders. Done at Wildwyck, this 21st day of January, 1664.

(Signed) Mattheus Capito.

Vol. I, Page 121, 29 Jan 1664

The Same (Mattheus Capito, Provisional Schout, in the name of the curators of the estate of Jan Albertsen van Steenwyck, plaintiff) vs. Jacob Jansen, alias long Jacob, defendant.

Absent. Default.

Vol. I, Pages 128-129, 26 Feb 1664

Gysbert van Imborch, plaintiff, vs. Annetje Tacks, defendant. Plaintiff demands from defendant payment of two hundred and thirty-four guilders, eight stivers, in beavers, as per account rendered, allowed by the Schepens under date of December 21, 1662, among which are included twenty-six guilders, eight stivers, in beavers, for interest on two hundred and sixty-four guilders, in beavers, and requests that the horse called "Blackie" (het Swartje) be sold, at her expense, under execution.

Defendant admits the debt, but says she is not able at present to pay plaintiff, as she already lacks bread, pork, meat, etc., in her household, and, further, that most of her crops were left on the field last harvest because of the war.

The Honorable Court, having requested defendant to furnish security, which she knows not where to obtain, and plaintiff not willing to give her an extension, orders defendant to pay plaintiff's aforesaid demand.

Vol. I, Page 129, 26 Feb 1664

Paulus Cornelisen, plaintiff, vs. Annetje Tacks, defendant.

Plaintiff presents an account against defendant, amounting to two hundred and forty-one guilders, ten stivers, in seewan, and eight beavers, for money advanced and provisions sold and furnished to her last harvest. Defendant admits the debt.

The Honorable Court orders defendant to pay plaintiff the aforesaid amount.

Vol. I, Pages 134-135, 11 Mar 1664

Gysbert van Imborch, plaintiff, vs. Thomas Harmensen, defendant. Plaintiff demands from defendant four schepels of wheat, and to secure payment has laid an attachment therefore with Aert Martensen Doorn. Defendant admits owing him as aforesaid, and asks that the same be deducted from his wages for harvesting, and also presents divers accounts of eleven schepels of wheat and two schepels of peas, being wages for harvesting, six schepels of wheat and five schepels of wheat for guarding the shop of Annetje Tacks, and two schepels of peas for threshing. He also says that plaintiff, through the Schout, forbade him to thresh, whereupon he ceased, and thereupon on the following day plaintiff said, "Why don't you keep on threshing?"; that then he continued threshing and delivered grain to the plaintiff's loft. Further, that plaintiff promised im board, with others, in case Annetje Tacks refused him board. Plaintiff denies he forbade defendant to thresh, but had him forbidden to furnish grain to anyone else than himself; whereupon the defendant answered that Annetje Tacks would not board him; thereupon plaintiff said that if she would not do so, he would. The Honorable Court, having heard parties, finds, conformably to the judgment for plaintiff rendered October 23, 1663, that Annetje Tacks should neither use, decrease nor alienate any of the grain, without the knowledge and consent of plaintiff aforesaid, and that plaintiff must deliver to defendant six schepels of wheat for wages earned during harvest, and two schepels of peas for wages for threshing, and that he may deduct from defendant the four schepels of wheat, and that defendant may claim the remaining five schepels of wheat from Annetje Tacks.

Vol. I, Page 135, 11 Mar 1664

Paulus Cornelissen requests execution against Annetje Tacks under the judgment entered February 24, 1664, served by the Court Messenger after citation, summons and renewal. The Doorkeeper is directed to proceed with the execution.

The mark (x) of Albert Gysbertsen.

Thomas Chambers,  
Tierck Claszen de Witt,  
Gysbert van Imbroch.

Vol. I, Page 145, 1 Apr 1664

Albert Gerretsen asks of the Honorable Court that execution may continue against Annetje Tacks, as the barn has been advertised for sale under execution on April 3, next.

The Honorable Court orders the Doorkeeper, after the expiration of the time, to continue the execution, as usual.

Vol. I, Page 150, 5 May 1664

On this May 5, 1664, before the honorable Court at Wildwyck, there being then present the Schout, Roelof Swartwout, and the Commissaries, Albert Gysbertsen, Tjerck Claesen deWit, Thomas Chambers and Gysbert van Imborch, appeared the worthy persons, Jan Cornelisen vander Heyde and Paulus Cornelisen, attorneys for Maritje, widow of Jan Barentsen Wemp, and informed the aforesaid Honorable Court of the following Lord's acknowledgment, with the request to enter the same in the minutes. It reads word for word as follows:

Before me, Cornelis van Ruyven, Secretary in the service of the Honorable Chartered West India Company in New Netherland, appeared the worthy Aert Pietersen Tack who, in the presence of the Honorable Lords Councillors deSille and Johan de Decker, acknowledged that he is really and truly indebted to the worthy Jan Barentsen Poest as follows:

For two horses, in beaver's value.....fl. 600  
 Another horse, 106 schepels of wheat, or in beavers.....fl. 318  
 For a cow.....fl. 115  
 Also in beavers.....fl. 200  
 Total in beavers or beaver's value.....fl. 1233  
 Also, for sewant received.....fl. 300

Which sum of twelve hundred and thirty-three guilders, in beavers, or its value, and three hundred guilders in seewant, the said Aert Pietersen receives and promises to pay to the aforesaid Jan Barentsen or his attorney, within three years, paying each year a just third, with ten per cent interest thereon from this day. To secure the aforesaid Jan Barentsen Poest in the full payment hereof, he, the appearer, mortgages and binds his farm lying in the Esopus, between Tjerck Claesen's and Jan Willemsen Schoon's, together with the dwelling house, barn and loft, four horses and one cow, and all other appurtenances thereunto belonging, nothing excepted, and also all his estate, real and personal, present and future, submitting the same to the jurisdiction of all judges and courts. In witness whereof, these presents were subscribed by the appearer in the presence of the above mentioned Lord Councillors at Fort Amsterdam in New Netherland, April 1, 1662. (Below stood) To my knowledge, Cornelis van Ruyven.

After comparison, this has been found to agree with the original. To which I certify.

Mattheus Capito, Secretary.

Vol. I, Page 156, 24 June 1664

Jan Cornelisen vander Heyde asks the Honorable Court to permit him to take along with him the horses for account of Aert Pietersen Tack, pursuant to direction from his mother-in-law, Marietje Meynderts.

The Honorable Court decides that petitioner must proceed according to law against the estate of Aert Pietersen Tack.

Vol. I, Pages 156-157, 10 Jul 1664

Sweerus Teunissen, successor of Jan Barentsen Wemp, deceased, requests the Honorable Court to permit him to obtain his money from Aert Pietersen Tack who has absented himself from this place, as he is his principal creditor. And he further requests that the real and personal estate of Aert Pietersen Tack be sold under execution to satisfy his mortgage, especially as the risk of horses, cattle and grain in the field operates to the prejudice of the creditors. Among these horses, also, is a mare, two years old, delivered by his predecessor, Jan Barentsen Wemp, to Aert Pietersen Tack, on the condition, previously stipulated in a contract dated September 7, 1661, that the purchaser should keep said mare, at the seller's risk, for six years and then return it to the seller. Wherefor, he, Sweerus Teunissen, requests possession of the horse and that Aert Pietersen Tack's claim be rated by impartial men. Requests speedy justice with reference to the foregoing, as he is a stranger.

The Honorable Court decides, that, as Aert Pietersen Tack has absented himself, and his wife, not wishing to have anything further to do with the estate, has had an inventory made thereof, he shall be summoned according to law, either by ringing of bell or on holidays.

But having learned that the grain in the field, the horses and the cattle are held at great risk to the creditors, the Honorable Court therefore decides to sell these at auction to the highest bidder next Monday, July 14, and to hold the proceeds on deposit as provisional security. The real estate, the Honorable Court decides, shall, after due citation and non appearance of Aert Pietersen Tack, be sold at auction to the highest bidder. Regarding the request for the possession of the mare, the Honorable Court decides that said claim shall be appraised by



impartial appraisers, and for that purpose Evert Pels and Aert Jacobsen are chosen to appraise the same as near as possible according to its value; all this being in accordance with the contract relating thereto.

Vol. I, Pages 157-158, 14 Jul 1664

Swerus Teunissen, appearing, requests that the sale of the grain lying in the field, and horses and cattle of his debtor, Aert Pietersen Tack, may proceed, according to the decision of the Court, dated July 10.

Thomas Chambers says he was not present on July 10, and is of the opinion that Aert Pietersen Tack must first be condemned according to law, ere his property can be sold under execution.

Mr. Gysbert, Jan Willemsen and Henderick Jochemsen are of the same opinion, but for reasons set forth in the decision of July 10, adhere to their resolution.

The matter having been reviewed, it is decided, for cause, that the sale shall proceed, if reasonable prices are obtainable thereat.

On July 14, the eleven schepels of sown wheat and the additions in the field, together with the horses and cattle, were offered for sale at auction, but were withdrawn by the Honorable Court, as their value could not be reached or realized and this would be very prejudicial to the general creditors. And Swerus Teunissen asks that the horses and cattle be held back until the time appointed for the sale of the farm, the which is consented to.

Vol. I, Page 162, 7 Oct 1664

Jan Tyssen, plaintiff, vs. Annetje Ariaens Tack, Defendant.

Plaintiff demands from defendant, for wages for two and one-half months, seventy guilders, heavy money, and thereupon has attached, at Thomas Chambers', as many schepels of wheat as long Jacob, the defendant's servant, has earned with the aforesaid Thomas Chambers.

Defendant refers the matter to the estate, because the wages earned by the plaintiff were earned under her husband, and she maintains that the wages earned by her servant with Thomas Chambers are due to her.

The Honorable Court decides that, as the wages of the defendant's servant, earned with Thomas Chambers, were concealed, the same will be transferred to the estate, and plaintiff shall stand on a par with the other creditors after the sale of Aert Pietersen Tack's property.

Vol. I, Page 167, 21 Oct 1664

Jacob Jansen van Etten, farm hand of Aert Pietersen Tack, requests that he also be paid out of the estate of Aert Pietersen Tack, according to account rendered.

Vol. I, Page 175, 18 Nov 1664

Thomas Harmensen, Plaintiff, vs. Jacob Jansen Van Etten, Defendant.

Plaintiff demands from defendant, as per balance coming to him, 10 sch. of wheat. Defendant admits the debt, but answers just now not to have it, neither being able to procure it on account of being sick with fever, and requests time. Plaintiff grants defendant time until Aert Pietersen Tack's estate shall have been settled.

Vol. I, Page 186, 9 Dec 1664

The hon. court, having examined the accounts given in against Aert Pietersen Tack, finds that these are preferred: 1) The general expenses of the execution. 2) The village of Wildwyck for the general tax for the preacher's salary and other items. 3) Jeronimus Ebbingh for the third or last installment for the land. 4) Gysbert Van Imbroch for "schepen knowledge," dated Dec. 21, 1662. 5) Jan Barentsen Wemp, for "Lord's knowledge," dated April 1, 1662, and which has

been communicated on May 5, 1664, to the hon. local court. 6) Evert Prys, on account of schepen sentence. 7) Albert Gerretsen on account of schepen sentence. 8) Jan Tyseen for wages. 9) Jacob Jansen for wages. 10) Paulus Cornelissen on account of schepen sentence. The remaining creditors shall be paid pro rata, being: Cornelis Barentsen Slecht, Jeronimus Ebbingh, Henderick Cornelissen Schlecht, Jan Aertsen Smith, Gommert Paulussen, Pieter Lookermans, Andries Harpertsen, Wouter Aertsen, Abraham Staets, Barent Reyndersen.

Vol. I, Page 194, 6 Jan 1665

Annetje Ariaens requests to be relieved from the debt of hers, because the effects she has possessed with her absconded husband have been sold by execution in behalf of the creditors.

The hon. court decides to have no authority for the same, but petitioner will have to address the higher authority to which she is referred.

Vol. I, Page 205, 3 Feb 1665

Jacob Jansen Van Etten requests payment from the estate of Aert Pietersen Tack for wages, amounting to 388 gldrs., heavy money in wheat. The hon. court decides that after the preferred creditors, plaintiff shall be paid pro rata.

Vol. I, Page 283, 16 Mar 1666

Willem Beeckman, Schout, Plaintiff vs. Jan Jansen Van Etten, Defendant.

Plaintiff says that last year he rented the house of Gerret Bancken, on account of back village taxes, to defendant at one sch. of wheat per month. Already 13 months have passed, and on this account demands 13 sch. of wheat. Defendant answers and admits having taken the aforesaid house but says that he is not able to pay. The hon. court orders defendant to satisfy plaintiff's demand.

Page 328, 29 Jan/8 Feb 1667

Femmetie Alberts, Plaintiff vs. Juriaen Westphael, Defendant

Plaintiff produces, as per a previous sentence, a declaration signed by Jacob Jansen Van Etten and Teunis Jacobsen who declare having heard of Jan Hendericks, deceased, that he served with defendant nine or 10 days less than his legal time. Defendant answers that declarers could not very well take their oath in regard to the above named declaration, and further says that nine or 10 days' serving would matter very little, and complains of his indigence, so that he cannot well satisfy plaintiff's previous demand. The hon. court refers to its previous sentence, provided plaintiff shall permit defendant to deduct 10 days' wages from the nine months' hire.

Vol. I, Page 333, 12/22 Feb 1667

Joris Hael, Plaintiff vs. Jacob Jansen Van Etten, Defendant.

Plaintiff demands of defendant three sch. of wheat for received goods. Defendant admits the debt. The hon. court orders defendant to satisfy plaintiff's demand.

Vol. I, Page 333, 12/22 Feb 1667

Jacob Jansen Van Etten, Plaintiff vs. Juriaen Westphael, Defendant. Absent. Default.

Vol. I, Pages 362, 24 Sep/4 Oct 1667

Thomas Chambers, Plaintiff vs. Jacob Janssen Van Etten and Jan Broersen, Defendants.

Plaintiff says that four pigs of his escaped from his own land through the Great Kill, and that

last Friday in or near defendants' plantation two pigs were pierced or wounded, one of which remained behind. Therefore, he maintains that defendants must have wounded the same. Defendants answer not having hurt pigs with either knife or gun because they did not have either. Defendants, having been questioned under oath whether they had not seen that some body had wounded the pigs, answer, "No, only the dogs."

Vol. I, Pages 362, 24 Sep/4 Oct 1667

Jacob Jansen and Jan Broersen, Plaintiffs vs. Wessel Wessels, Defendant

Plaintiffs produce defendant as a witness to declare that they did not do anything to Capt. Chambers' pigs as is being said. Defendant said that when he heard the pigs squealing he went with plaintiffs to deliver them, but he did not see that plaintiffs hurt them. Wessel Wessels, having been questioned under oath, whether he did not see anybody in their company hurt the pigs, answers, "No, only the dogs."

Vol. I, Pages 362-363, 24 Sep/4 Oct 1667

Jacob Jansen and Jan Broersen, Plaintiffs vs. Paul Paules, Defendant

Plaintiffs demand payment of five sch. of peas for damage to peas which defendant burnt by accident, because his fellow originators of the fire have agreed to pay five sch. of peas for their share. Defendant answers that the fire was caused by accident in the straw, and thus spread to the peas, therefore judges not being obliged to pay, but will submit to the judgment of the court. Defendant is ordered to pay plaintiffs to pay as much as his partners have paid or promised to pay.

Vol. I, Page 365-366, 15/25 Oct 1667

Madaleen Dircx, Plaintiff vs. Annetie Adriaens, Defendant

Plaintiff complains that defendant yesterday came to her house with the intention of making trouble, whereupon she was told to leave the house. She not being willing to do so, plaintiff took hold of her sleeve, and said to her that she should go outside, whereupon defendant attacked her, and beat her so that her flesh became discolored in her house. Defendant says that she came to her house for the purpose of paying Jannetie Pels for a sch. of apples, and that then a few words were said which caused the trouble, Jannetie Pels and Henry Palingh declare, at the request of plaintiff, that they were at the house and that they saw and heard that plaintiff did not treat defendant badly, or give her cause for the assault. The hon. court recommends parties to keep the peace, or else it will be obliged to punish according to law.

Vol. I, Page 380, 3/13 Dec 1667

Thomas Quick, Plaintiff vs. Reyner Van Coelen, Defendant

Plaintiff says that defendant hired him till May for 40 sch. of wheat and that defendant has now discharged him without reasons. Therefore, he demands his full hire. Defendant says that he hired his man Thomas Quick till May and that he ordered him to cart wood which he refused, and that he several times fed clean wheat to the horses, which he did to cause trouble. Plaintiff denies having fed the horses clean wheat. Defendant agrees to prove the same and produces his threshers Jacob Van Etten and Jan Broerssen, who declare having seen several times wheat in the horses' manger. Leendert Barents also a thresher declares having taken a quantity of wheat out of the horses' manger and all the threshers together say that said Thomas Quick has several times fed the threshed wheat against their will to the horses. The hon. court, having considered the case, orders defendant to pay plaintiff in proportion of his rendered services and time.

Vol. II, Page 399, 3/13 Mar 1667/8

Albert Govers, Plaintiff vs. Jacob Janss Van Etten, Defendant. Default.

Vol. II, Page 400, 10/20 Mar 1667/8

Albert Govers, Plaintiff vs. Jacob Jansen, Defendant

Plaintiff demands of defendant seven sch. of wheat on account of the sale of a little house and lot, also four sch. of wheat for cooperage earned by his predecessor Willem Hap.

Defendant admits owing the seven sch. of wheat, but he cannot pay the four sch. of wheat, because all of his wife's estate was at the time sold by the creditors. The hon. court orders the defendant to pay the demanded seven sch. of wheat to plaintiff on account of the purchase of the little house and lot, and in regard to the four sch. of wheat for cooperage, it is decided that he does not owe the same, because her former husband, Aert Peters Tack, left her, and on this account got into difficulties, and the estate was sold by the preferred creditors.

Vol. II, Page 413, 26 Oct 1668

Joris Hal, Plaintiff vs. Jacob Van Etten, Defendant. Default.

Vol. II, Page 429, 22 Mar 1668/9

Annetie Adriaansen, Plaintiff vs. Arent Teunesen, Defendant

Plaintiff says that she had loaned defendant a pot and defendant had broken the same, and requests that she shall be compensated for the pot. Defendant says that he is not obliged to pay for a new pot. The hon. court orders that the pot shall be appraised by impartial persons to find out how much the pot was worth when plaintiff loaned the same to defendant, and he shall pay for its value.

Vol. II, Page 430, 22 Mar 1668/9

Lowies DuBois, Plaintiff vs. Jacob Van Etten, Defendant


Plaintiff demands of defendant an amount of 10 sch. of wheat balance for the purchase money of a cow he bought of plaintiff. Defendant says to only owe 7 sch. and no more. The hon. court orders defendant to pay plaintiff the 7 sch. of wheat and plaintiff is ordered to prove that defendant owes 10 sch. of wheat.

## Kingston, Ulster, New York Secretary's Papers

Vol. II, Pages 536-537, 7 Apr 1664



Conditions and terms upon which the barn of Aert Pietersen Tack shall be sold by Albert Gerretsen to the highest bidder at Lord's execution. 1) The abovenamed shall be paid for by the buyer in three installments. The first one shall take place on Oct. 1 of this current year; the second on January 1 of next year 1664/5, the third on April 1 of the same year. The delivery to the purchaser shall take place on May 1, next. 2) The payment shall be made in good deliverable winter wheat, the schepel valued at three gldrs. 3) The purchaser shall furnish sufficient security at the pleasure of the executor. 4) In case the purchaser shall not furnish satisfactory security, said barn shall again be offered for sale at the expense of the purchaser, and in case it should be sold at a higher price he shall not be benefited thereby. 5) The stiver money shall be and remain at the charge of the purchaser. Thus enacted at Wildwyck this Apr. 7, 1664, in the presence of Albert Gysbertsen and Tjerck Claesen De Wit, commissaries. Albert Gerretsen makes the first bid for 300 gldrs. Henderick Cornelis Lyndraeyer increases the bid with 50 gldrs., making 350 gldrs. Albert Gerretsen increases it with 25 gldrs., amounting to 375 gldrs. Henderick Cornelissen, Lyndraeyer, increases it, and offers 25 gldrs. more, being 400 gldrs. Albert Gerritsen increases and bids 25 gldrs. More, being 425 gldrs. Henderick Cornelissen, Lyndraeyer, bids 25 gldrs. more, being 450 gldrs. The highest bidder is Henderick Cornelissen, Lyndraeyer, for 450 gldrs. which remain fixed. Then this was increased with 400 more gldrs. and gradually lowered until it reached 150 gldrs., and said Henderick Cornelissen, Lyndraeyer, remained purchaser for the amount of 600 gldrs. in wheat, furnishing as securities Albert Gerretsen, the executor himself and Jan Jansen Van Oosterhout who, each as principal besides the purchaser, have signed the present with their own hand in the presence of Albert Gysbertsen and Tierck Claesen DeWit as witnesses invited and requested for this purpose. Done at Wildwyck on the date and in the year as above.

(Signed) The mark 'A' of Albert Gysbertsen; Known to me: Tierck Claeszen

DeWitt. The mark  of Henderick Cornelissen, Lyndraeyer, Albert Gerretsen, Jan Jansen Van Oosterhout. In my presence to which testifies (signed) Mattheus Capito, Secretary.

Vol. II, Pages 537-538, 7 Apr 1664

Conditions and terms whereupon the horse 't Swartje (the Black) by name, belonging to Aert Pietersen Tack is to be sold at Lord's execution by Gysbert Van Imborch to the highest bidder. 1) The abovenamed horse shall be paid for by the buyer in two installments, the first, being one-half, shall take place on Oct. 1 of this current year; the second on Candlemas of next year 1665. The delivery to the purchaser shall take place immediately. 2) The payment shall take place in good deliverable winter wheat, the sch. valued at three gldrs. 3) The purchaser shall furnish sufficient sureties to the satisfaction of the executor. 4) In case the purchaser shall not furnish sufficient sureties, said horse shall again be offered for sale at the expense of the previous purchaser who shall not be benefited in case it should bring a higher price. 5) The stiver money shall be and remain at the charge of the purchaser. Thus enacted in the presence of Albert Gysbertsen and Tjerck Claesen De Wit, commissaries, at Wildwyck this Apr. 7, 1664. *Continued on next page*

Henderick Jochemsen makes the first bid for 100 gldrs. Aert Jacobsen increases it, and bids 25 gldrs. more, making 125 gldrs. Roelof Swartwout increases it, and bids 25 gldrs. more, making 150 gldrs. Roelof Swartwout increases the same, and bids 10 gldrs. more, making 160 gldrs. Roelof Swartwout is the highest bidder at 450 gldrs. which remain fixed. Then this was increased (by the auctioneer) with 100 gldrs. and ran down to 40 gldrs., and Tjerck Claesen DeWit became purchaser for the amount of 200 gldrs. in wheat, and furnishes as sureties Albert Gysbertsen and Mattys Roelofsen who, each as principal besides the purchaser, have subscribed to the present with their own hand in the presence of Henderick Cornelissen, Lyndraeyer, and Jan Jansen Van Oosterhout as witnesses invited and requested for this purpose. Done at Wildwyck on the date and in the year as mentioned above. (Signed) The mark  of Henderick Cornelissen, Lyndraeyer; Tierck Claeszen DeWitt, the mark 'A' of Albert Gysbertsen; Jan Jansen Van Oosterhout; the mark  of Mattys Roelofsen. In my presence, to which testifies (signed) Mattheus Capito, Secretary.

Vol. II, Pages 540-541, 13 May 1664

Annetje Ariaens, wife of Aert Pietersen Tack, petitions the members of the hon. court who are present, viz., the schout Roelof Swartwout and Gysbert Van Imborch commissary, that an inventory shall be taken of her personal and real estate, because her husband Aert Pietersen Tack has absented himself, for the purpose of satisfying the creditors and paying the debts incurred by her husband, and points out: a farm containing 20 morgens of arable land wherein there have been sown 11 sch. of winter wheat, is situated under (the jurisdiction of) the village of Wildwyck between Jan Willemsen Schoon's and Tjerck Claesen DeWit's, a dwelling and lot at Wildwyck, two mares and a young mare one winter old, a cow and a heifer two years old, a plow and its belongings, a wagon, a sleigh for wood (may also mean wooden sleigh), a short beam or girder sleigh, a trundle cart, two harrows-one with wooden and the other with iron teeth, a fathom of rope (may also mean rope for one team), a rein with two bridle-bits, a winnow, two forks (probably hayforks), an old forest axe, a chest with old things (these pieces Annetje Ariaens appropriates for her own use), a pair of tongs and a dinner dish, a pothook, a blanket, an old bed (these three pieces Annetje Ariaens appropriates to her own use), a waterpail, a kettle, two wooden troughs, a strainer, a "stoof" (a piece of furniture used for keeping the feet warm by putting live coals inside), an earthen pot, a kettle filled with tar, a half barrel, a table without feet, 27 or 28 fir wood plates, a churn without bottom, some old tubs, a spoon plate, four pewter spoons, a ladder for the loft, some "dreps" lying on the loft, some oats lying on the loft, amounting to about 18 or 19 sch., about 1 or 1 1/2 sch. of peas, a bench and a chair, two lengths of old edges. Thus made at Wildwyck, this May 13, 1664. In presence of me, to which certifies, (signed) Mattheus Capito, Secretary.

Vol. II, Page 541, 10 Jul 1664

On this July 10, 1664, we, Evert Pels and Aert Jacobsen, both appointed good men by the hon. court at Wildwyck, sat in regard to the case and claim concerning a mare, it having been stipulated in the conditions of the contract of sale dated Sept. 7, 1661, by the deceased Jan Barentsen Wemp that the buyer, Aert Pietersen Tack, shall keep said mare for six years at the seller's risk, being (at the risk) of the aforesaid Jan Barentsen Wemp, deceased, and that the buyer Aert Pietersen Tack at the end of said six years was to return the mare to the aforesaid seller. And whereas the buyer Aert Pietersen Tack has absented himself from Wildwyck, therefore, his wife, being unwilling to have anymore to do with them, has caused the effects to be inventoried, and though the time of six years of the mare has not yet expired, yet Sweerus Teunissen, successor to the aforesaid Jan Barentsen Wemp, petitions to judicially attach said mare, which claim or pretence against the aforesaid mare has, by us

good men to the best of our knowledge, been impartially examined, and has been appraised as follows: Sweerus Teunissen, when appropriating the aforesaid mare, shall pay out in satisfaction of the claim or title of Aert Pietersen Tack 160 gldrs. heavy money. Thus enacted at Wildwyck on the day and in the year named above, and for said purpose we have signed the present with our own hand. (Signed) Evert Pels, Aert Jacobsz., Quod Attester Rogatus, (signed) Mattheus Capito, Secretary.

Vol. II, Pages 543-546, 7 Oct 1664

Conditions and terms whereupon, by "Lord's execution" shall be sold to the highest bidder the land of Aert Pietersen Tack, as also the house and lot of the same, the same not being enclosed with a fence, on October 7, 1664, in the presence of officer Willem Beeckman and the commissaries Tomas Chambers and Jan Willemsen Hooghteylingh. 1) The land and also the house and the lot belonging to the same shall be paid for by the purchaser in three installments, the first being ready cash, meaning inside of six weeks, the second on the first of March of the next year, 1665,, and the third on October 1 of the same year. 2) The payment shall take place in grain, viz., the wheat at three gldrs. per sch., the oats at one gldr. per sch. buckwheat at 30 st. per sch., peas at 50 st. per sch., barley at 50 st. 3) The moveables being horses, cows, farming implements and furniture shall be paid for in cash by the purchaser, viz., inside of six weeks on the above-mentioned payments. 4) The purchaser shall be obliged to furnish two sufficient sureties to the satisfaction of the executor, each as principal. 5) In case the buyer cannot produce sufficient sureties, the above specified effects shall again be offered for sale at the expense of the first purchaser, in case they should be sold at a higher price, the previous purchaser shall not profit thereby. 5) The stiver money shall be and remain at the charge of the purchaser. Thus enacted at Wildwyck on the above date.

First the land was offered for sale, being 20 morgens in extent, and bidders were: Teunis Jacobsen for 600 gldrs., which was increased by Tjerck Claesen to 700 gldrs., which was increased by Jan Jansen Van Oosterhaut to 800 gldrs., which was increased by Teunis Jacobsen to 900 gldrs., which was increased by Gerrit Fooken to 1,000 gldrs. These 1,000 gldrs. remain fixed, and are increased with 1,000 gldrs. (by the auctioneer) and run down to 130 gldrs. and Mattheus Capito, attorney for Sweerus Teunissen, bought the same for 1,130 gldrs. for Sweerus Teunissen.

The house and lot are offered for sale and bidders are: Hendrick Cornelissen for 50 gldrs., which was increased by Jan Jansen Van Oosterhout to 100 gldrs., which was increased by Hend. Cornelissen Slecht to 150 gldrs., which was increased by Walran DuMont to 200 gldrs., which was increased by Jan Jansen Van Oosterhout to 225 gldrs. These 225 gldrs. remain fixed, and this amount is (by the auctioneer) increased by 225 gldrs., which runs down to 140 gldrs., and Mattheus Capito, attorney for Sweerus Teunissen became purchaser for 365 gldrs. for Sweerus Teunissen.

The old mare is offered for sale and bidders are: Tjerck Claesen De Wit for 150 gldrs., which is increased by Aert Jacobsen to 175 gldrs., and is increased by Tjerck Claesen to 200 gldrs. These 200 gldrs. remain fixed, and an additional 100 gldrs. added (by the auctioneer) which are bid down to 42 gldrs., and Tjerck Claesen De Wit becomes purchaser for 242 gldrs.

The young mare is offered for sale, and bidders are: Albert Gysbertsen, 100 gldrs. This is increased by Tjerck Claesen to 125 gldrs., and is increased by Jan Jansen Van Oosterhout to 150 gldrs., and by Hend. Conelissen, Lyndraeyer, to 175 gldrs., and by Jan Jansen Van Oosterhout to 200 gldrs., which 200 gldrs. remain fixed, and (by the auctioneer) increased with 100 gldrs., which 100 gldrs. are bid down to 38 gldrs. and Aert Jacobsen became purchaser for 238 gldrs. *Continued on next page*

A cow was offered for sale, and bidders were: Jan Jansen Van Oosterhout, 60 gldrs. This was increased by Teunis Jacobsen to 80 gldrs., was increased by Jan Jansen Van Oosterhout to 100 gldrs.. These 100 gldrs. remain fixed. (The auctioneer) increased the bid with 50 gldrs. which are run down to 11 gldrs., and Tjerck Claesen DeWit became purchaser for 111 gldrs. A heifer 2 1/2 years old was offered for sale and bidders were: Henderick Martensen, 40 gldrs. This was increased by Hend. Cornelissen, Lyndraeyer, to 60 gldrs., and by Albert Gysbertsen to 80 gldrs., and by Jan Jansen Van Oosterhout to 90 gldrs. These 90 gldrs. remain fixed, and are increased (by the auctioneer) with 50 gldrs. which are bid down to 10 gldrs., and Albert Gysbertsen became purchaser for 100 gldrs.

A plow and its appurtenances were offered for sale and bidders were Henderick Cornelissen, Lyndraeyer, 30 gldrs., which was increased by Jan Jansen Van Oosterhout to 40 gldrs. These 40 gldrs. remain fixed, and were increased with 40 gldrs., which are bid down to 12 gldrs., and Henderick Cornelissen Slecht became purchaser for 52 gldrs.

A wagon was offered for sale, and bidder was Henderick Cornelissen, Lyndraeyer, 30 gldrs. These 30 gldrs. remain fixed, and are (by the auctioneer) increased with 20 gldrs., which are bid down to 2 gldrs. and Henderick Cornelissen, Lyndraeyer, became purchaser.

A fathom of rope was put up for sale and bidders were: Henderick Cornelissen, Lyndraeyer, 9 gldrs.; was increased by Jan Jansen Van Oosterhout to 10 gldrs. These 10 gldrs. remain fixed, and were (by the auctioneer) increased by 8 gldrs., which amount was bid down to 1 gldr. and Jan Willemsen Hoochteylingh became purchaser for 11 gldrs.

A wood sleigh, short girder sleigh and trundle cart were offered for sale and bidders were: Henderick Cornelissen, Lyndraeyer, 9 gldrs., which was increased by Jan Jansen Van Oosterhout to 12 gldrs. These 12 gldrs. remain fixed, and are increased with 12 gldrs. (by the auctioneer) and bid down to 1 gldr., and Jan Joosten remains purchaser for 13 gldrs.

A harrow with iron teeth was offered for sale, and bidders were Jan Jansen Van Oosterhout, 20 gldrs., which was increased by H. Cornelissen, Lyndraeyer, to 23 gldrs., which was increased with 23 gldrs., while the above 23 gldrs. remain fixed, and (the increase) was bid down to 7 gldrs., and Henderick Cornelissen, Lyndraeyer, became purchaser for 30 gldrs.

A rein with two bridle bits, two forks, one old wood axe, one pair of tongs, one water-pail, one kettle, two wooden troughs, one strainer or sieve, one "stoof," one earthen pot, one kettle filled with tar, one half-barrel, one table without feet are offered for sale, and bidders are: Henderick Cornelissen, Lyndraeyer, 18 gldrs., which is increased by Jacob Joosten to 20 gldrs. These 20 gldrs. remain fixed, and are increased (by the auctioneer) with 12 gldrs., which are bid down to 1 gldr. and Jan Jansen Van Oosterhout became purchaser for 21 gldrs.

A churn without bottom, an old tub, a spoon plate with four pewter spoons, a ladder for the loft, a bench, a chair, four old wheels are offered for sale, and bidder was Henderick Cornelissen, Lyndraeyer, 6 gldrs. These 6 gldrs. remain fixed, and were increased (by the auctioneer) with 6 gldrs., which were bid down to 1 gldr. and Henderick Cornelissen, Lyndraeyer, became purchaser for 7 gldrs.

Seven planks and 11 deal board are offered for sale and bidder was Jacob Joosten, 13 gldrs. These 13 gldrs. remain fixed, and are increased (by the auctioneer) with 13 gldrs., which are bid down to 2 gldrs. and Jacob Joosten remained purchaser for 15 gldrs.

In my presence (signed) Mattheus Capito, Secretary.

On Dec. 3, as per Gysbert Van Imbroch's report, Thomas Chambers took one winnow, belonging to the aforesaid estate, off Mr. Gysbert's hand for three sch. of wheat. This aforesaid winnow was again returned to Mr. Gysbert. (The above had been crossed out in the original.)



## Records of the New Amsterdam Council

Taken from a transcript of the original record, indexed in the 'Calendar of Historical Manuscripts'

"(August 21, 1664) Shews in all humility, Annetken Adriaens, having married one Aert Pietersen Tack, who has not hesitated to marry another woman at Amsterdam, in Holland, as has been shown more fully to your honors by petition and the affidavits attached thereto, for which reason the honorable fiscal, Nicasius de Sille, ex officio, has caused the said Aert Pietersen Tack to be summoned on three regular court days, the last time having been on Thursday last past, to appear on a suitable day before you honors to hear the marriage contracted between the petitioner and the aforesaid Aert Pietersen Tack declared dissolved and the petitioner placed in her former free state, in which matter the aforesaid Aert Pietersen Tack has until this day remained contumacious, having failed to appear to justify himself, therefore, the petitioner turns to your honors with the humble request that your honors may be pleased, for the reasons above mentioned, to declare the marriage contracted between the petitioner and the said Aert Pietersen Tack dissolved and the petitioner placed in her former free state and authorized to marry another man, with condemnation that Aert Pietersen 'Verte'(top lines on p. 292 destroyed)

your humble ( )

Endorsed:

Petition der Anneken Adrijans

contra Aert Pietersen Tack (one or two lines destroyed)

for which reason Anneke Adriaens, his lawful wife, has requested of your honors letters of divorce and permission to marry another person, whereupon, before consenting thereto, the fiscal was ordered on July 31st last to have the aforesaid Aert Pietersen Tack summoned three times by the ringing of the bell to appear in person to hear and to answer, if he can, such complaint and demand as the injured party and the fiscal as her attorney shall make, which summons not only was proclaimed by the beating of the drum in the village of New Haerlem, and whereas nevertheless Aert Pietersen Tack failed to appear and remains contumacious, finding himself unable to defend, justify or purge himself; therefore, the fiscal, nomine officii, concludes that the first wife, Anneke Adriaens, must be granted letters of divorce and permission to marry another man, and furthermore that the fiscal and all other officers of justice should be authorized to arrest the defendant, Aert Pietersen Tack, and to confine him here in a proper place of detention, to be taken to the place where it is customary to execute justice, in order to be severely flogged with rods, having two distaffs above his head, and further to be branded with two marks on his back and to be banished from this province. Done at Fort Amsterdam, the 21st of August, 1664.

You honors' servant

Nicasius de Sille